United Nations

UN

EP

Governing Council of the United Nations Environment Programme

Distr.
GENERAL

UNEP/GC.17/Inf.2
15 December 1992

ORIGINAL: ENGLISH

Seventeenth session
Nairobi, 10-21 May 1993

ITEM 6 (a):* COORDINATION WITHIN THE UNITED NATIONS SYSTEM

MEMORANDA OF UNDERSTANDING CONCERNING COOPERATION BETWEEN THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP) AND OTHER AGENCIES OF THE UNITED NATIONS SYSTEM

1. The Governing Council at its fifth session, having considered the report of the Environment Coordination Board on its sixth session, requested the Executive Director "to submit agreed memoranda of understanding on joint programming between the Programme and other agencies of the United Nations system to the Governing Council for information and comment".[1]

2. In accordance with that request, the following memoranda of understanding are hereby submitted as Annexes I to VIII of the present note:

Annex I: "Procedural Arrangements among the International Bank for Reconstruction and Development (World Bank), the United Nations Environment Programme (UNEP) and the United Nations Development Programme (UNDP) for operational Cooperation under the Global Environment Facility", signed on 28 October 1991;

Annex II: "Memorandum of understanding among the Food and Agriculture Organization of the United Nations (FAO), Greenpeace International (GPI), the Inter-American Tropical Tuna Commission (IATTC), the International Fund for Animal Welfare (IFAW), the World Conservation Union (IUCN), the United Nations Environment Programme (UNEP), World Wide Fund for Nature (WWF), the Intergovernmental Oceanographic Commission (IOC)/UNESCO Concerning Cooperation on the Global Plan of Action for Conservation, Management and Utilization of Marine Mammals," signed on 29 November 1991;

Annex III: "Memorandum of understanding between UNEP and the United Nations Institute for Training and Research (UNITAR): Programme in Training and Transfer of Environmental Information System Technology for Natural Resource and Environmental Management," signed in January 1992;

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* Refers to the number of the item on the Provisional Agenda (UNEP/GC.17/1).

[1] Decision 82 (V), Section III, para. 5.

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Annex IV: "Memorandum of Understanding between the World Meteorological Organization (WMO) and the United Nations Environment Programme (UNEP)," signed on 14 March 1992;

Annex V: "Memorandum of Understanding between the World Meteorological Organization, the Intergovernmental Oceanographic Commission of the United Nations Educational, Scientific and Cultural Organization, the International Council of Scientific Unions and the United Nations Environment Programme," signed on 9 April 1992;

Annex VI: "Memorandum of Understanding Related to Assessment, Prevention, Control and Abatement of Marine Pollution and Related Research and Monitoring between the International Atomic Energy Agency, the United Nations Environment Programme, and the Intergovernmental Oceanographic Commission of UNESCO," signed on 2 June 1992;

Annex VII: "Memorandum of Understanding between the Director-General of the Food and Agriculture Organization of the United Nations and the Executive Director of the United Nations Environment Programme concerning cooperation in the implementation of the Joint Programme for the Operation of the Prior Informed Consent Procedure," signed on 6 November 1992;

Annex VIII: "Memorandum of Understanding between the World Meteorological Organization (WMO) and the United Nations Environment Programme, signed on 9 September 1992.

Annex I

PROCEDURAL ARRANGEMENTS

among

The International Bank for Reconstruction and Development ("World Bank") the United Nations Environment Programme ("UNEP") and the United nations Development Programme ("UNDP") for Operational Cooperation under the Global Environment Facility

Whereas the Global Environment Facility (Facility or GEF) has been established in the World Bank in order to assist in the protection of the global environment and promote thereby environmentally sound and sustainable economic development;

Whereas the World Bank, UNEP and UNDP (singularly "Agency", collectively "Agencies") desire to cooperate with the contributors to the Global Environment Trust Fund (Participants and GET, respectively), the countries receiving assistance and among themselves for this purpose on the basis of complementarity, coherence and cost effectiveness of their activities;

Whereas the Agencies have made procedural arrangements among themselves for cooperation and assistance in protecting the ozone layer in the context of the Interim Multilateral Fund for the Implementation of the Montreal Protocol on Substances that Deplete the Ozone Layer; and

Whereas the Agencies find it desirable to establish specific procedures for cooperation with one another, which will include a jointly reviewed and consistent work programme of the Agencies for the Facility and an allocation of GET resources among them for this work programme;

NOW THEREFORE the Agencies agree as follows:

1. *Role of the Agencies*

The Agencies will cooperate with the Participants, the countries receiving assistance and among themselves within the respective areas of expertise and operational comparative advantage of the Agencies to promote the purpose of the Facility as follows:

(a) UNEP will play a key role in the strategic planning to set the operations of the GEF in the global and national environmental context. As the coordinator for existing and emerging global environmental conventions, it will help ensure that the global policy framework for the GEF is consistent with existing conventions and related legal instruments and agreements, and that the experience generated by the Facility will be helpful in developing new treaties and agreements. It will disseminate information on existing and emerging technological developments. UNEP will play a key role in helping developing countries define their needs to deal with the global environmental issues supported by the GEF. It will work closely with UNDP in providing the scientific and technological support needed in the areas of institution-building and training. It will help ensure that the GEF operates in areas judged ripe for action, drawing on the best available scientific and technological advice. In this capacity, it will coordinate research and data gathering and will organize the establishment of the Scientific and Technical Advisory Panel and serve as the GEF liaison with the Panel.

(b) UNDP will play a key role in ensuring that the strategic planning maximizes the complementarity between developmental and environmental concerns. It will organize appropriate studies and assessments to serve as a basis for these strategies, and will help organize technical assistance, institution-building and training activities needed to create and implement them. UNDP will play the lead role in coordinating pre-investment studies and technical assistance and ensuring their consistency with each country's human resources development strategy and action plan. Special attention is likely to be needed in institution-building and training. In both these areas UNDP has extensive experience, and will identify and develop programmes, working in close cooperation with UNEP and the World Bank. Like UNEP and the World Bank, it will be involved in extending the country-specific frameworks in those countries where it is already offering technical assistance to develop environmental strategies and action plans. With its expertise and extensive field presence in developing countries, UNDP will participate in the investment project cycle, especially in the early phases of identification of investment opportunities. The UNDP Resident Representative will play a key role in coordinating activities at the country level and in ensuring that the programmes being undertaken by the GEF are complementary with other development activities.

(c) The World Bank (Administrator) will administer the Facility, manage the project cycle for global environmental investments supported by the GET, including associated technical assistance and training, and transfer to UNEP and UNDP the resources allocated to them pursuant to paragraph 3. In those countries where the World Bank has already assisted the Government in preparing National Environment Programmes or where these are under preparation, the Bank will seek to broaden these to encompass the areas covered by the GEF. The project cycle involves participation of all three agencies. The World Bank will organize the project identification, appraisal, and supervision process with UNEP and UNDP participation. The time-table for processing individual investment projects will be the critical input into decisions on the timing and content of scientific and technological support and technical assistance operations.

2. *Close Cooperation*

Each Agency will fulfill its role as described in paragraph 1 within the framework of a jointly reviewed and consistent work programme of the Agencies and in close cooperation with each other Agency. In particular, each Agency will consult each other Agency before making proposals to the Participants for the purposes of the GET and will pay due regard to the views of the other Agency.

3. *Programmes of Activities and Budgets*

In order to achieve complementarity, coherence and cost effectiveness for fulfillment of the roles of the Agencies as set out in paragraph 1, each Agency will prepare its planned programme of activities after consultation with each other Agency. The operational staffs of the Agencies will meet regularly for this purpose in an implementation committee. The Administrator will submit the programme of the Agencies to the Participants, including the specific plans of each Agency, with an allocation of GET resources among the Agencies on the basis of the programme.

4. *Information*

Each Agency will keep each other Agency regularly and adequately informed in a timely manner of its activities covered by these arrangements as it affects the other Agency.

5. *Representation of Agencies*

Each Agency will designate a senior staff member and an alternate for carrying out these arrangements.

6. *Meetings of Heads of Agencies*

The heads of Agencies will meet every year in order to review the operation of these arrangements and the overall progress of the Facility.

7. *Amendment*

These arrangements may be amended by agreement of the Agencies in writing at any time.

8. *Termination*

These arrangements may be terminated by agreement of the Agencies in writing at any time, and will be terminated with respect to any Agency upon written notice by that Agency to each other Agency.

9. *Effective Date*

These arrangements will enter into effect on the date of the latest signature below:

Date 10.28.91 International Bank for Reconstruction and Development

By _____
Lewis T. Preston, President

Date 28.10.91 United Nations Environment Programme

By _____
Dr. Mostafa K. Tolba
Executive Director

Date Oct.28 1991 United Nations Development Programme

By _____
William H. Draper III
The Administrator

Annex II

MEMORANDUM OF UNDERSTANDING

among

Food and Agriculture Organization of the United Nations (FAO),
Greenpeace International (GPI),
the Inter-American Tropical Tuna Commission (IATTC),
the International Fund for Animal Welfare (IFAW),
the World Conservation Union (IUCN),
the United Nations Environment Programme (UNEP),
World Wide Fund for Nature (WWF),
Intergovernmental Oceanographic Commission (IOC)/UNESCO

concerning

Cooperation on the Global Plan of Action for the Conservation, Management and Utilization of Marine Mammals

1. The development of the Global Plan of Action for the Conservation, Management and Utilization of Marine mammals was based on widespread concern for the future of marine mammals, formally expressed at the United Nations Conference on the Human Environment (Stockholm, 1972).

2. The main organizations involved in or contributing to the formulation of the Action Plan were the United Nations Environment Programme (UNEP), the Food and Agriculture Organization of the United Nations (FAO), the World Conservation Union (IUCN) and the International Whaling Commission (IWC).

3. The Action Plan was endorsed by:

- The 15th Session of the FAO Committee on Fisheries (COFI), in October 1983;
- The 12th Session of UNEP Governing Council, in May 1984;
- The 36th Annual Meeting of IWC, in June 1984 (the cetacean component of the Action Plan); and
- The General Assembly of IUCN, in November 1984.

4. As a response to Recommendation 37 of the Action Plan, UNEP established the Secretariat of the Action Plan and, in cooperation with partners, began implementing selected activities envisaged by the Action Plan.

5. A meeting of a Planning and Coordinating Committee (PCC) of the Marine Mammals Action Plan (MMAP), as envisaged in Recommendation 36 of the Plan, was convened in Gland, Switzerland, 29 November-1 December 1988. It agreed that the PCC should be institutionalized as a consultative body of the organizations having major interest in the MMAP and that its members would sign a Memorandum of Understanding among themselves.

6. This Memorandum of Understanding expresses the signatories' common and complementary interest in cooperating in the implementation of the MMAP and specifies the modalities of that cooperation.

7. Recognizing and fully respecting their various mandates, policies and priorities, the signatories agree:

(a) To promote the goals of the MMAP by means at their organization's disposal;

(b) To nominate representatives to the PCC (see Appendix 1) and to participate in the work of that committee, including attendance at its annual meetings and assistance as appropriate in intersessional activities;

(c) To sponsor jointly a Scientific Advisory Committee (SAC) (see Appendix 2), as an advisory body to the PCC and to the Secretariat of the MMAP; and

(d) To cooperate in convening the Review Meetings as envisaged in the MMAP.

8. The Secretariat of the MMAP, provided by UNEP, will be responsible for overall technical coordination of the MMAP, in close cooperation with the members of the PCC (see Appendix 3). The signatories agree to support the Secretariat in carrying out its functions.

9. This Memorandum of Understanding is without prejudice to agreements concluded by any of its signatories with other organizations and recognizes the constraints and obligations under which each organization operates.

10. This Memorandum of Understanding will come into effect for each party upon signature by that party. It may be modified at any time by agreement between all signatories and may be unilaterally terminated by any party on the expiry of six month's notice in writing.

For
FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS (FAO)

Date: 5 Nov. 1991

For
UNITED NATIONS ENVIRONMENT PROGRAMME
(UNEP)

A.T. Brough
Assistant Executive Director
Office of the Environment Fund
and Administration

Date: 29 Nov. 1991

GREENPEACE INTERNATIONAL (GPI)

Date: 8/2/91

INTER-AMERICAN TROPICAL TUNA COMMISSION
(IATTC)

Date: 7/12/91

INTERNATIONAL FUND FOR ANIMAL WELFARE
(IFAW)

Date: 18 March 1991

THE WORLD CONSERVATION UNION
(IUCN)

Date: 20 August 1991

INTERGOVERNMENTAL OCEANOGRAPHIC
COMMISSION (IOC)/UNESCO

Date: 4 May 1991

WORLD WIDE FUND FOR NATURE
(WWF)

Date: 2nd September 1991

Annex III*

MEMORANDUM OF UNDERSTANDING

UNEP ▪ UNITAR

Programme in Training and Transfer of Environmental Information System Technology for Natural Resource and Environmental Management

Record of Agreements at Planning Meeting
Geneva, 11-13 December 1991

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* There are 3 Annexes to the present Memorandum of Understanding contained herein.

MEMORANDUM OF UNDERSTANDING

UNEP ▪ UNITAR

Programme in Training and Transfer of Environmental Information System Technology for Natural Resource and Environmental Management

Record of Agreements at Planning Meeting
Geneva, 11-13 December 1991

Preamble

The Programme in Training and Transfer of Environmental Information System Technology for Natural Resource and Environmental Management (..) is conceived as an international cooperative effort to facilitate the generation and use of information to understand and solve environmental problems.

The programme comprises special technologies such as GIS and specialist programme components, for example, training. The specifics of other programme elements - fund raising, development of specialist training materials, enlistment of special support services, etc. - are typically defined and constituted in separate documents. Thus, the training funded by the Swiss Development Cooperation (DDA) is only one component of this programme. Additional funds necessary for successful implementation need to be mobilized from other sources through the coordinated efforts of both parties, be they additional training funds raised by UNITAR, or programme implementation funds raised by UNEP (GEMS and GRID).

This document, then, attempts to define the areas of cooperation of UNEP and UNITAR to support the programme (hereinafter known as the "joint programme"), those elements which will absorb the DDA support in the future, and the guidelines for that cooperation.

1. *Background*

1.1 *Earthwatch and GEMS*

Earthwatch is a UN System-wide concept aimed at the assessment of the environment, including description of state and trend, scientific understanding of cause and effect, and provision of early warning of environment threats. GEMS is a UN System-wide effort to collect environmental data in a coordinated fashion in order to provide the best available information data for environmental assessments. GEMS is coordinated from a Programme Activity Centre within UNEP, which is also currently the focal point for the development and coordination of an Earthwatch programme. Although the purview of GEMS and Earthwatch is global and regional, it is recognized that data have to be generated from monitoring and assessment programmes which are implemented at the national level and sub-regional levels. This presupposes national and sub-regional monitoring, data management and assessment capabilities which, since they do not generally exist or exist in uncoordinated forms, must be developed or strengthened, and harmonized.

1.2 *GRID*

GRID is a data management service within UNEP which focuses on the collation, archiving and dissemination of spatial environmental data and the promulgation of the GIS (geographic information system) and satellite image processing technology to enhance the use of such data for

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environmental planning, management and decision-making. GRID is a distributed system consisting of a number of cooperating centres around the world. One long term goal of GRID is that all countries of the world should have access to a common store of environmental data, and to a common set of data handling technologies by having developed with international support capabilities common to all cooperating centres within the GRID system.

1.3 *UNITAR*

The United Nations Institute for Training and Research (UNITAR) is an autonomous institute established in 1965 within the framework of the United Nations to increase the effectiveness of the UN, particularly in maintaining peace and security, and promoting economic and social development. UNITAR's headquarters is in New York. Its main contributions are in the fields training and research.

Since 1985, UNITAR has offered training programmes in economic and social development, including: a programme on decision-making and legal aspects of foreign debt management; a programme on GIS training in support of UNEP's GRID (see below); a training programme with IRPTC on implementing the London Guidelines Prior Information Consent (PIC) and the establishment of the National Registers of Potentially Toxic Chemicals; a cooperative venture with the CITES Secretariat on international trade in endangered species of wild fauna and flora; and a new programme to provide training for disaster relief managers, particularly for those working in the disaster-prone countries of Africa. Another new programme in the field of International Environment-Development Negotiations is currently being designed.

UNITAR's European Office in Geneva each year organizes ten to fifteen training seminars and workshops either in Geneva or in developing countries. The annual 350 participants are mostly diplomats accredited to the United Nations and government officials from developing countries involved in economic development and international cooperation programmes.

1.4 *UNEP (GEMS/GRID) - UNITAR Cooperation: 1985-1990*

UNEP (GEMS/GRID) - UNITAR cooperation was established initially to utilize a grant from the DDA in support of a training component in the establishment of a GRID centre in Geneva. At nearly every turn, the programme, implemented by the Geneva office of UNITAR, was obliged to break new ground in developing ways and means for strengthening capability in the relatively new field of geographic information systems (GIS). Intensive refresher and background mid-level courses were developed and implemented with the EPFL and GRID-Geneva; national and regional training workshops were designed and implemented; support was provided to the establishment of national GRID-compatible centres; links were forged with universities and centres of excellence in GIS; the further development of appropriate GIS software - IDRISI - was supported; new curricula and training materials were designed, tested and implemented. This formative stage has clearly produced a unique and valuable fund of technology transfer and training experience which has attracted the cooperation and support from bodies outside and within UN system, and from which the programme outlined below will be able to grow.

2. *The Programme: 1992/1993 and beyond*

2.1 *Objectives*

The objective of the programme is to establish and maintain Environment Information System (EIS) capabilities and networks to support decision-making processes at national, sub-regional, regional and global levels.

EIS will support decision-making processes for sustainable use and development of natural resources, including the maintenance of biodiversity, the estimation of impacts of climate, the management of water resources, etc.

The envisaged environment information networks will also support existing sub-regional and regional programmes, for example, at the regional and global level by linking sub-regional and national EIS and the specialized databases of UNEP and other organizations. This will facilitate regional and global assessments of major environmental issues, state-of-the-environment reports, and provide early warning of, and initiate response to, environmental changes.

2.2 *Programme elements*

Within the African, Asian, Pacific, Latin American and Caribbean, Mediterranean and Eastern European regions, the programme will:

- Determine the status of capabilities to acquire, analyze and apply the required scientific data to assess major environmental issues and make rational resource management decisions;
- Assess the required interventions to support, establish and maintain environmental information systems and networks;
- Evaluate training needs and identify existing means to meet them, developing cooperative links with relevant academic and training institutes in developing countries;
- Identify appropriate national and sub-regional institutions at which to target interventions;
- Formulate the necessary programme or project framework for intervention;
- Secure extra-budgetary funding to support major project interventions;
- Provide institutional support for sub-regional and national units;
- Provide technical backstopping to national, sub-regional and regional systems and networks;
- Provide technical backstop support to national, sub-regional and national systems and networks.

2.3 *Operational elements*

The guiding principle of the programme is to base institutional support, training activities and technical support at the sub-regional level, using wherever possible established sub-regional organizations.

Programme responsibilities will be split between institutional support and harmonization activities (primarily UNEP-GEMS), training support activities (UNITAR), and technical database and networking activities (UNEP-GRID). It is understood that the implementation of all elements is subject to availability of funds.

2.3.1 *Institutional support*

Regional coordinators, supported by UNEP-GEMS, will assess national institutions and capabilities; design programme interventions; and catalyze and monitor support for institutional development. The regional coordinators will also, as far as possible, coordinate and harmonize activities between the different donors in the region.

2.3.2 *Training support*

The underlying aim is to design and implement training packages that help improve access to coherent environmental information for three target groups: decision makers and planners, their decision-support technical cadres, and scientists.

The experience of the 1985-1990 formative phase indicates that a hands-on applications-oriented training approach, with emphasis on PC platforms and low-cost software at the initial training phase is fundamental. Custom workshop curricula and corresponding lab exercises using local data should be developed in direct response to the training requirements identified by the UNEP (GEMS/GRID) regional and national needs assessments. In addition to technical training, efforts should be made towards the creation of a self-supporting GIS training and support network to (a) ensure continuity in training methods, (b) establish national and regional cooperation in using the technology to address the transboundary development issues, and (c) continue expansion and strengthening of the pool of qualified national and regional trainers.

UNITAR, utilizing, for example, part of the DDA contribution, will aim to support a training officer in each region, with responsibilities for training and participation in GRID-related technical backstopping and networking under the supervision of the Regional Coordinator (see 2.3.1). Training activities will include course preparation and curriculum development to meet sub-regional demands and conditions; creating training data sets relevant to local conditions; implementing training programmes; and harmonizing training programmes throughout the region.

Within the framework of the joint programme, the UNITAR training officer will report to and receive instructions from the UNITAR Geneva office on all substantive issues regarding training and related activities. On all other programme issues, the trainer shall report to the regional coordinator.

2.3.3 *Technical support*

Technical backstopping involves visits to operational units to demonstrate and implement new technologies, assisting in developing national databases, developing technical work plans, and addressing and solving specific application problems.

The joint programme support to networking will involve the establishment and maintenance of links between network nodes and the GRID system, for data exchange; modifying and disseminating regional databases;

informing national and sub-regional centres on new technology development, and establishing protocols and procedures for the exchange of data at national, sub-regional and regional levels.

2.4 *Guidelines for cooperation*

It is recognized that the successful implementation of the joint programme requires adherence to certain conventions within the programme area. In general, these are concerned with approaches to third party technical support bodies, approach to donors, approach to agencies (UN, intergovernmental and sectoral). The following tenets should be mutually subscribed to:

- All approaches to third parties concerning support, either in cash or in kind to the joint programme with respect to training and technology transfer will be made either jointly or unilaterally after due consultation and mutual agreement;

- In the specific case of the Swiss DDA, the joint programme including budget proposals for 1993 and beyond shall be prepared, reviewed and submitted under joint signature of UNEP and UNITAR in mid-1992. The role of EPFL will have to be defined and decided upon in agreement with the donor.

- All substantive products arising from the joint programme (publications, training materials, publicity material, etc.) shall be reviewed and approved by both parties in the planning phase and in draft form before final production. All such products shall bear the logos and names of both parties on the covers and suitable acknowledgement of the joint programme and the roles of the parties in the text. Policies with respect to the distribution and/or sale of such products shall be subject to a final agreement between both parties;

- Both parties and their operants will undertake to respond with utmost dispatch to requests for comments, review, endorsement, approval, as appropriate, of materials provided by the other party;

- Responses to unilateral national requests for support to training within the framework of the joint programme shall be responded to in a mutually-agreed upon, coordinated fashion. In the case where the request comes from a region which is part of the activity stream of the joint programme, the Regional Coordinator will be responsible for responding. In other cases, response shall be formulated and made by either party after suitable consultation and review;

- Programme evaluation (see Section 5) shall be in general guided by the requirements of the parent authorities and donor bodies. Internal evaluation may be undertaken at any stage by either party, with due notice being given to the other party.

3. *1992/1993 biennium*

A planning session between the parties is planned for May 1992. At that session, the results of evaluation missions in the SPREP and ASIA and the Latin American and Caribbean regions, and internal review of progress and prospects in the Mediterranean and Eastern Europe (including the Baltic) regions, will have defined the requirements, future roles, implementation phasing and funding requirements (for the DDA and other

contributions) for programme activities for 1993 and beyond (see Annexes). Thus by June 1992, there will be a modified joint submission to the Swiss DDA including some or all of the regions of interest.

Specifically in 1992, one of the major efforts will be to support the consolidation of efforts already expended in the Africa Region with a full time GIS trainer as a UNITAR staff member, based in Nairobi. Within the 1992 training programme, the funding of which has already been granted by the DDA, and with the agreement of the donor, financial provision should be made to cover the salary of the trainer as a UNITAR staff member for the African region. Future resources permitting, the African model will be reproduced in all other regions where the joint programme will work. The duties of the training officer will include:

- Complete the initial technical support programmes to the 11 national units already established by the GEMS/UNITAR Africa Programme;

- Hold the first AGRYMET training programmes;

- Harmonize between other donor-supported technical programmes;

- Develop networking activities between national and sub-regional units in the Africa region.

4. *Funding strategies*

While it is intended in principle to support the regional training activities from the Swiss DDA funds, and the regional coordination activities from UNEP/GEMS funds, it is acknowledged that additional funding will be required at both national and programme levels. A coordinated funding strategy will have to be developed which makes maximum use of existing bilateral and multilateral interests and aims and which reduces duplication of effort.

At the national level, bilateral funds will be sought to support institutional development programmes. At the regional level, central donor funding will be sought to support major programme activities and interventions.

At the sub-regional level, cooperation will be sought with relevant multi- and bilateral organizations - such as UNSO, EEC and UNDP - to implement sub-regional technical support programmes using existing sub-regional facilities which may require enhancement as necessary.

Typical cooperating agencies: (regional) ZACPLAN, Mediterranean Action Plan, IGADD, SADCC, CILSS, UNSO, AGHRYMET, ECOWAS, The Economic Community of Central African States (CEEAC), MAHGREB; (UNEP) DC/PAC, GEMS/PAC, GRID/PAC, INFOTERRA, OCA/PAC; (other) EEC, World Bank.

5. *Evaluation and review*

There will be a UNEP/UNITAR internal evaluation of the programme on an annual basis. The review will precede the finalization of annual budgets.

The programme will be reviewed annually by UNEP and UNITAR, and general guidelines and specific activities and budget requirements identified for the following year. Evaluations will consider project

performance against annual and overall objectives of the programme, changing circumstances, efficiency and cost-effectiveness. Recommended changes will be reflected in the annual work-programme and acknowledged in writing by an exchange of letters.

All training officers will also meet, at least once a year, to review the substance and approach of the training and establish the needs of the main activities of the upcoming year. It is advisable that to the extent possible the review meeting and the meeting of training officers should coincide so as to allow for some substantive exchange in terms of programme needs and training responses.

External reviews will be held at intervals necessary to satisfy the requirements of the donor(s) or every three years (as a minimum requirement).

6. *General provisions*

No exchange of funds is envisaged under the terms of this Record of Agreement.

The guidelines and tenets of this Record of Agreements may be modified or added to by mutual agreement and exchange of letters.

Any disputes arising out or in connection with this Memorandum of Understanding shall, if attempts at settlement by negotiation have failed, be submitted to arbitration in New York by a single arbitrator agreed upon by all parties. Should the parties be unable to agree upon a single arbitrator within thirty days of their request of arbitration, then each party shall proceed to appoint one arbitrator, and the arbitrators thus appointed shall agree on a fifth. Failing such agreement, any party may request the appointment of a fifth arbitrator by the President of the United Nations Administrative Tribunal. The arbitrator shall rule on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute the final adjudication of the dispute.

7. *Signatures*

For UNEP:	For UNITAR:
Sveneld Evteev	Marcel A. Boisard
Executive Assistant Programme Director UNEP	Director, UNITAR European Office

Annex 1

Regional Plans, Progress and Proposals

AFRICA

Current Status

The UNEP-GEMS/UNITAR Africa Regional Programme was initiated in 1987 to establish environment information system capabilities and a regional network to support the environment decision-making process at national, sub-regional and regional levels.

The African Regional Programme has:

- Assessed the need for environment information in 17 African countries;

- Established 11 national GIS units to be kernel national Environment Information Systems;

- Trained professional resource managers, installed computer hardware and software upgrades, and supported pilot project activities with technical assistance;

- In cooperation with the World Bank and UNSO catalyzed further support for the long-term development of environment information systems to four of the 11 national units;

- Attracted UNSO funding to establish the first sub-regional technical support programme with AGRHYMET, Niamey, for the EIS units of CILSS member states;

- Commenced preparation of regional and sub-regional databases for network distribution with GRID-PAC assistance; and

- Commenced development of national-level databases for each of the 11 units in order to stimulate progress towards national resource data bases.

Activities 1992/1993 and beyond

National

In close cooperation with the World Bank, UNSO and other interested multi- and bilateral organizations, the programme will design programmes and secure and implement long-term development support for existing national environment information systems (support must cover 5-10 years and include operational costs, data acquisition, staff support and training, networking, and sensitization of high-level managers and planners to EIS opportunities).

Sub-regional

In cooperation with relevant multi- and bilateral organizations (UNSO, EEC and UNDP) implement sub-regional technical support programmes using existing sub-regional facilities which may require enhancement as necessary.

LATIN AMERICA AND THE CARIBBEAN

Background and Current Status

Over the last five years, some 12 trainees from Latin America have followed the UNEP/UNITAR training programme at EPFL, and in 1992, six other trainees from Argentina, Colombia, Mexico and Peru will follow the same course in Switzerland. Finally, a first Advanced Technical and Assessment Workshop will be held for former trainees from that region in Chile, in cooperation with the University of Chile.

There is considerable knowledge and expertise in Latin America and Caribbean with respect to remote sensing data acquisition, processing and analysis with several centres and universities involved in research and teaching. The Society of Latin American Specialists in Remote Sensing (SELPER) operates a non-governmental network in this area. The situation regarding environment information systems and GIS is unclear. Both GRID and GEMS have been involved in individual country discussions over the past years (Peru, Costa Rica, Argentina, etc.), and the Government of Brazil has agreed to the establishment of a GRID Cooperating Centre within INPE (the national space research institute at Sao Jose dos Campos). Although there have been a number of symposia and workshops, GIS is an emerging technology and there may be need for training and network development.

Working with the Regional Coordinating Unit of the Caribbean Action Plan, consultants have produced a draft plan for interventions in the Caribbean sub-region ("Mission Report for an Ad Hoc Expert Mission on Strengthening Environment Monitoring and Assessment in the Insular Caribbean"). This information will be incorporated into a regional assessment (see below).

Activities 1992/1993 and beyond

A regional assessment report on environment information system capabilities (regional and national GIS capabilities, facilities, projects, financing, users, training programmes, infrastructure, networks, etc.) will be produced by a GEMS-GRID consultant currently under contract. This will provide recommendations on further intervention and a programme formulation for the LAC region by May 1992 with roles of UNEP, UNITAR, other agencies and donors identified.

ASIA-PACIFIC: ASIAN SUB-REGION

Background and Current Status

The Asian sub-region of the Asia-Pacific region is immense. It contains more than half of the total world population. There are many complex environmental issues with transnational boundary implications, including the maintenance of biodiversity and the impact of climate change on land use and productivity.

A number of trainees from Asia and the Pacific region have already participated in the Swiss-based UNEP/UNITAR courses. In addition, late in 1989, the International Center for Integrated Mountain Development (ICIMOD), based in Kathmandu, requested UNEP and UNITAR assistance in developing its GIS training and application expertise. Training for nine staff members of Mountain Environment and Natural Resource Information System (MENRIS) was designed and implemented by UNITAR and GRID-Bangkok. The four-month training course was held in 1990 at the Asian Institute of Technology (AIT).

Since then, in a number of joint undertakings, UNITAR has reviewed and improved ICIMOD training manuals, provided training material and software, helped fund further ICIMOD staff training, and worked on the development of mountain-specific training curricula and exercise.

In July 1991, UNITAR provided a two-week training workshop as the first phase of a five-year activity. Two more UNITAR trainers were sent to Kathmandu in September and October to conduct professional-level training workshops and oversee resulting applications development. Conducted in close cooperation with GRID-Geneva and MENRIS, this first cycle of training was reserved for scientists and managers of natural resources from Nepal.

The UNDP/ESCAP Regional Remote Sensing Programme (RRSP) has been instrumental in promoting and stimulating the application of remote sensing to natural resource and environmental issues. It has increasingly directed attention to the application of GIS in resource management. RRSP has fostered a remote sensing network which could be used to effect in the development of environment information systems.

The Asian Development Bank (ADB) has reviewed the use of RS/GIS in the regional for future intervention. UNEP, GEMS and GRID have carried out some activities with the establishment of a GRID instrumental in the development of an East Asia Action Plan (COBSEA) within ASEAN.

The Asian sub-region has considerable capacity and capabilities in the use of information systems. There are however wide differences between groups of countries. There appears to be scope for an assessment of sub-regional environment information networks, broad training programmes and direct national assistance for some countries. A regional assessment of the situation is thus required.

ASIA-PACIFIC: PACIFIC SUB-REGION

Current Status

Sub-regional [South Pacific Regional Environment Programme (SPREP)] assessment is completed. The programme has been modified to occur in two phases subject to co-financing arrangements.

- Phase 1, establishment of a sub-regional database and workstation in the SPREP Secretariat has commenced and is scheduled for completion in June 1992.

- Phase 2, which will commence after June 1992 will consist of national assessments, installation and development of appropriate environmental information systems in selected participant nations, and appropriate training and technical support dependent on securing counterpart financing.

The Asian Development Bank (ADB) has expressed interest in co-financing the project.

Activities 1992/1993 and beyond

Consultants have been identified to produce a regional assessment report on environment information system capabilities including regional and national GIS capabilities, facilities, projects, financing, users, training programmes, infrastructure, networks, etc., with recommendations on further intervention and a project formulation framework for intervention as necessary. Inputs are to be made by April 1992 so that the

May 1992 UNEP-UNITAR meeting could clearly identify the roles of UNEP, UNITAR and donors.

EUROPE: Mediterranean

Background and Current Status

Activities are carried out in the following locations:

Split and Kastella Bay: An extensive series of GIS activities are taking place in Split (PAP), ranging from training of Mediterranean nationals in the GIS technique and the actual application of GIS in the Kastella Bay. The training of the Mediterranean participants is carried out by former UNITAR students and in special cases supported by external consultants. The whole activity is supported by UNITAR and UNEP/GRID.

The Izmir coast, the Syrian coast and Rhodes: studies are executed by the trainees from the Split training.

Tunis: This project will develop a GIS system for Sfax, Tunis for the environment, mainly concentrating on water problems. The project is financed by the City of Geneva, and a former UNITAR trainee participates.

Athens (MAP): Some support has been given to the MAP office in Athens, especially in connection with their application of GIS systems. Some training has been carried out in Geneva for a MAP staff member.

A Mediterranean GIS, similar to the Baltic GIS (see below) may be established with all the Mediterranean countries, MAP, PAP, IBRD, James Dobbin, and Cita del Aqua.

Further training or support activities may be required in 1992/1993 to complement the activities in Split and Athens.

EUROPE: General

Background and Current Status

The nodes: GRID-GENEVA, Arendal and Warsaw are the three established nodes in Europe, for the time being, but it is expected that new nodes will emerge in Germany, Denmark and Sweden. The node in Moscow may be established any time, but the actual inauguration time has not yet been decided upon.

For the time being a series of activities is taking place that may have long-term implications. A Baltic GIS is being established with support from the EEC, ECE and GPID.

Negotiation with EEC and the EEA Task Force are continuing to establish a MOU for the close cooperation between the EEA and GRID.

Temperate forest investigations are continuing with the University of Zurich, and may involve GRID-Arendal, Warsaw and Moscow.

Technical support has been given to Monitoring and Research Centre, London and EPFL, Lausanne.

Contacts have been established for some time with Czechoslovakia whereas only occasional contacts are made with Romania and Hungary.

Activities 1992/1993 and beyond

Training will be required, in connection with the Baltic GIS, in 1993 and perhaps in 1992. The situation in Eastern Europe is unclear, but it is expected that already started training activities will continue and expand.

The Facility Manager, GRID-Geneva, will prepare a programme for Europe, Eastern Europe, the Mediterranean and Baltic sub-regions for discussion in May 1992.

Annex 2

1992 Training Activities
(Committed)

1. Chile Technical Workshop (15 Latin American participants), 9-16 March 1992.

2. AGRHYMET-based course for CILSS member countries, February-April 1992.

3. EPFL Course for Latin American experts (2 Peru, 2 Argentina, 1 Colombia, 1 Mexico), 10 - 15 March 1992.

4. Regional Workshop with ICIMOD, Kathmandu, Summer 1992.

5. National course with ICIMOD, ? Summer 1992.

6. Training and technical support to other GIS units in Africa (1992).

7. Development of Workbooks (see Annex 3).

Annex 3

Workbook Proposals

Explorations in Geographic Information Systems Technology

UNITAR and UNEP-GRID announce the release of the first of a series of publications entitled "Explorations in Geographic Information Systems Technology". The series consists of sets of workbooks designed for self-exploration by environmental managers of analytical techniques and major application areas in Geographic Information System (GIS) technology.

The first in this series, entitled "Change and Time Series Analysis" was published in November 1991. As with each of the workbooks in the series, this volume starts with a review of analytical technique - in this case for the analysis of change in the environment as evidenced in digital maps or remotely sensed satellite images. The workbook then continues with a set of exercises that allow the user to explore these techniques using real digital data sets and GIS software. The volume is of importance to scientists and environmental managers working at a variety of scales, ranging, for example, from environmental monitoring of land degradation in the Sahel to the broad assessment of tropical deforestation.

Other volumes in the series are currently in production or advanced planning stages. These include Forestry Applications, Coastal Zone Management, Mountain Ecosystems, Environmental Hazards and Error Tracking and Decision Theory in GIS.

The Forestry and Coastal Zone workbooks give an overview to how GIS has been applied in these fields with a selection of actual case studies for exploration of the techniques used. The Mountrain Ecosystems workbook focuses on special problems in the application of GIS to this environment, with a particular emphasis on data collection and problems of microregion characterization. The Environmental Hazards workbook examines the role of GIS in assessing and managing risk for both technological and natural hazards. Finally, the Error Tracking and Decision Theory workbook attempts to provide basic tools for the decision maker in the context of uncertainty in making single and multi-objective decisions.

The series is intended to serve a variety of roles. The workbooks provide hands-on teaching materials for courses conducted by UNITAR in its Environmental Training Programme in Geographic Information Systems. They also provide a focus for research on issues of substantive concern to UNEP (GRID and GEMS) in the application of GIS to digital datasets in environmental management. However, because of their self-exploratory nature, they are also useful in a variety of educational and training settings, including university curricula and continuing professional education.

Annex IV

MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding (MOU) is concluded between:

The World Meteorological Organization (WMO)
41 Avenue Giuseppe Motta
Case Postale 2300
CH-1211 Geneva 2
Switzerland

and

The United Nations Environment Programme (UNEP)
P.O. Box 30552
Nairobi
Kenya

2. WMO and UNEP are working in close cooperation in order to provide scientific evidence of the threat of a considerable disruption of the ozone layer and to assist the countries who are parties to the Vienna Convention and its Montreal Protocol to promulgate the necessary corrective measures. Therefore, under the terms of this MOU, WMO and UNEP will jointly facilitate the provision of advice on the current state of the ozone layer and related global environmental issues.

3. In particular, WMO will provide high-level expertise in order to:

(a) Arrange that current scientific information be readily available to the Executive Heads of UNEP and WMO for possible further submission to the parties to the Vienna Convention and its Montreal Protocol, as appropriate;

(b) Plan for the improvement in the organization of ozone data reporting, data quality and publication of analysis within the framework of the Global Ozone Observing System;

(c) Prepare necessary scientific reviews and documents in this field in collaboration, as necessary, with internal UNEP and WMO programmes and units (e.g. GEMS, Secretariat Vienna Convention and Montreal Protocol, WMO-GAW);

(d) Conduct necessary consultations and expert meetings in consultation with UNEP;

(e) Provide necessary working space and secretarial support for a special advisor on ozone and related global change issues and to cover his emoluments for nine of the twenty-one months covered by this MOU.

4. Under the terms of this MOU, UNEP shall provide to WMO a sum of US$ 190,000, of which:

(a) US$ 140,000 will be used for the emoluments of the special advisor including his business travel; and

(b) US$ 50,000 for the conduct of necessary consultations, expert meetings, publications and temporary staff costs related to the execution of item 3 above.

5. The sum of US$ 190,000 shall be transferred by UNEP to WMO in four installments, the first of which will be paid by 31 March 1992.

6. WMO will provide to UNEP an account of the expenditures incurred in respect of this MOU. In particular WMO will include in its expenditure statement the following:

(i) The cost of the special advisor's emoluments, his travel, including subsistence allowance paid;

(ii) The breakdown of conducted meeting costs and related expenditures;

The costs will be charged to UNEP Account No. FP/4102-89-01-2102.

7. WMO shall reimburse to UNEP any balances left over on the completion of the activities agreed under this MOU.

8. WMO will keep UNEP informed of the progress made on the work through communications with the Executive Director with a copy to the Chief, UNEP Fund Programme Management Branch.

9. The MOU will cover the period 1 January 1992 to 30 September 1993 and may be amended and/or extended by an exchange of letters between UNEP and WMO detailing the agreed changes.

10. WMO shall indemnify, hold and save harmless and defend at its own expense, UNEP, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind including costs and expenses arising out of acts or omissions of WMO or its employees in the performance of this MOU.

Signed for WMO	Signed for UNEP
D.N. Axford Deputy Secretary-General	A.T. Brough Assistant Executive Director Office of the Environment Fund and Administration
Date: 26/2/92	Date: 14 March 1992

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Annex V*

MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD METEOROLOGICAL ORGANIZATION, THE INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION OF THE UNITED NATIONS EDUCATIONAL SCIENTIFIC AND CULTURAL ORGANIZATION, THE INTERNATIONAL COUNCIL OF SCIENTIFIC UNIONS AND THE UNITED NATIONS ENVIRONMENT PROGRAMME

The WMO, the IOC of UNESCO, the ICSU and the UNEP,

Noting:

1. The recommendation, embodied in paragraphs 5 to 8 of Section C in the statement of the Second World Climate Conference, concerning the creation of a Global Climate Observing System;

2. Resolution XVI-8 of the sixteenth session of the IOC Assembly, to undertake the development of a Global Ocean Observing System and participate in the Global Climate Observing System;

3. Resolution 9 (Cg-XI) of the eleventh World Meteorological Congress, to establish a Global Climate Observing System;

4. Resolution 21 (Cg-XI) on the relationship between the Global Ocean Observing System and the Global Climate Observing System;

5. The decision of the sixteenth meeting of the ICSU Executive Board that ICSU should join WMO and IOC of UNESCO in the formation of the Global Climate Observing System;

6. The decision of the sixteenth session of the UNEP Governing Council that UNEP should support, within available resources, the creation of a Global Climate Observing System and assist in ensuring that its development and implementation are pursued with urgency.

Recognizing the need to acquire comprehensive information on the properties and evolution of the earth's climate system, for detecting climate change, supporting climatological applications for economic development, and developing climate system science and predictions,

Considering that the required information will encompass data from operational meteorological, hydrological, oceanographic and other relevant programmes, as well as observations from research programmes conducted by scientific institutions and space agencies,

Agree:

1. To cooperate in organizing a Global Climate Observing System (GCOS), based on the coordination of existing or planned operational and research programmes for observing the global climate system, and the further development of these programmes as required to ensure continuity of observations;

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* There are 3 Annexes to the present Memorandum of Understanding contained herein.

2. That the GCOS shall have, as its long-range objectives, to support all aspects of the World Climate Programme and relevant aspects of other climate-related global programmes, specifically to meet the data needs for climate system monitoring, and for use in assessing the impacts of climate variability and change and applications to national economic development, as well as research leading to improved understanding, modelling and prediction of the climate system;

3. To consult and call upon other relevant national and international agencies, institutions and organizations, to collaborate in the organization and participate in the implementation of the GCOS;

4. To establish a Joint Scientific and Technical Committee (JSTC), to provide scientific and technical guidance for the organization and further development of the GCOS, and a Joint Planning Office;

5. To support, through appropriate administrative and financial arrangements, the activities of the JSTC for GCOS and its planning staff.

Agree further that the Joint Scientific and Technical Committee shall be regarded by the sponsoring organizations as the main scientific and technical body for formulating the overall concept and scope of the GCOS and advising on the further development of the GCOS,

Approve the procedures to be followed in implementing this Memorandum of Understanding which are specified in the following Annexes:

ANNEX A: Concept of the Global Climate Observing System;

ANNEX B: Terms of reference, structure and functions of the Joint Scientific and Technical Committee (JSTC) and supporting staff;

ANNEX C: Financial arrangements.

Agree that this Memorandum of Understanding shall be reviewed every four years by the sponsoring organizations, and may be called for review at any time by one of the sponsoring organizations,

Agree that other organizations and agencies, which contribute to the implementation of the GCOS and wish to join in the sponsorship of the GCOS, may become a party to this Memorandum of Understanding, with appropriate administrative and financial arrangements,

Agree that this Memorandum of Understanding shall come into force on signature by all four parties.

Secretary-General WMO	Secretary IOC	Secretary-General ICSU	Executive Director UNEP
Place: ....GENEVA.....	Place: ...PARIS.....	Place: ....GENEVA.....	Place: .....
Date: .....5/2/92.....	Date: ...7/2/92.....	Date: .....9/4/92.....	Date: .....

Annex A

CONCEPT OF THE GLOBAL CLIMATE OBSERVING SYSTEM

1. The goal of the Global Climate Observing System (GCOS) is to provide comprehensive information on the total climate system, involving a multi-disciplinary range of physical, chemical and biological properties and atmospheric, oceanic, hydrologic, cryospheric and terrestrial processes.

2. The GCOS is intended to meet the needs for:

(a) Climate system monitoring, climate change detection and monitoring of the impacts of and the response to climate change, especially in terrestrial ecosystems and mean sea-level;

(b) Data for application to national economic development;

(c) Research towards improved understanding, modelling and prediction of the climate system.

3. The GCOS will build, as far as possible, on existing operational and scientific observing, data management and information distribution systems, and further enhancement of these systems. The GCOS will be based upon:

(a) Improved World Weather Watch systems and the Integrated Global Ocean Services System;

(b) Data communication and other infrastructures necessary to support operational climate forecasting;

(c) The establishment of a Global Ocean Observing System for physical, chemical and biological measurements;

(d) The maintenance and enhancement of programmes monitoring other key components of the climate system, such as the distribution of important atmospheric constituents (including the Global Atmosphere Watch), terrestrial ecosystems (including the International Geosphere-Biosphere Programme), as well as clouds and the hydrological cycle, the earth's radiation budget, ice sheets and precipitation over the oceans (including the World Climate Research Programme).

(e) Programmes to monitor the key physical, chemical and biological aspects of the impacts of climate change (including the World Climate Impact Assessment and Response Strategies Programme).

Annex B

TERMS OF REFERENCE, STRUCTURE AND FUNCTIONS OF THE JOINT SCIENTIFIC AND TECHNICAL COMMITTEE AND SUPPORTING STAFF

1. *Terms of reference*

1.1. The functions of the Joint Scientific and Technical Committee (JSTC) are to formulate the overall concept and scope of the GCOS, and to provide scientific and technical guidance to sponsoring and participating organizations and agencies for the planning and further development of the GCOS.

1.2 Specifically, the JSTC will be called upon:

(a) To identify observational requirements, define design objectives and recommend coordinated actions by sponsoring and participating organizations and agencies, in order to optimize the system's performance and coherence, taking cognizance of the responsibilities, working arrangements and recommendations of established scientific and technical bodies of such organizations and agencies;

(b) To review and assess the development and implementation of the components of the GCOS, and report to the sponsoring organizations, and to the participating agencies as required;

(c) To facilitate the exchanges of information among sponsoring and participating organizations and agencies and, in general, make the objectives, resource requirements and capabilities of GCOS known to relevant national and international bodies.

2. *Membership*

2.1 The JSTC shall be appointed jointly by the Executive Heads of the sponsoring organizations, after consultation with other relevant international organizations and participating agencies.

2.2 The JSTC shall consist of fifteen scientific and technical experts selected on the basis of their personal expertise and appointed by mutual agreement between the sponsoring organizations.

2.3 The membership of JSTC shall aim to include a balanced representation of major operational and research observing programmes contributing to the GCOS, as well as an appropriate mix of disciplines in atmospheric, oceanic, hydrological, cryospheric and biospheric sciences.

2.4 The members will be appointed for an initial term of appointment of two years. The membership of the JSTC shall henceforth be reviewed every second year by the Executive Heads of the sponsoring organizations, after consultation with relevant international organizations and participating national agencies, bearing in mind the need to ensure reasonable continuity in the Committee's membership. To that effect, the term of appointment for any member of the JSTC shall not normally be less than two successive terms.

3. *Officers*

3.1 The Officers of the JSTC shall consist of a Chairman, a First Vice-Chairman and a Second Vice-Chairman selected by the Executive Heads of the sponsoring organizations and appointed for two-year terms.

3.2 The duties of the Chairman of the JSTC shall be:

(a) To preside over the sessions of the Committee;

(b) To act on behalf of the Committee between meetings;

(c) To guide the activities of the Joint Planning Office for GCOS, with respect to the fulfillment of GCOS scientific and technical planning tasks;

(d) To conduct, either directly or through appropriate sponsoring organizations, correspondence on matters related to the organization, planning and implementation of GCOS;

(e) To carry out specific duties as prescribed by decisions taken in agreement by the sponsoring organizations;

(f) To ensure that the activities and recommendations of the JSTC are in accordance with the joint objectives of the sponsoring organizations, as recorded in this Memorandum of Understanding;

(g) To arrange for the views of the JSTC to be presented to the sponsoring organizations;

(h) To prepare annually a report of GCOS planning activities, including the considerations and recommendations by the JSTC, and to present this report to the sponsoring organizations.

3.3 The duties of the Vice-Chairmen are to assist the Chairman in his tasks. The First Vice-Chairman or, if not available, the Second Vice-Chairman will replace the Chairman whenever necessary.

4. *Sessions*

4.1 The JSTC shall meet at least annually, the venue and dates to be decided by the Chairman of the Committee. Sessions shall normally be arranged so as to avoid scheduling conflicts with meetings of executive bodies of the sponsoring organizations.

4.2 The Director of the Joint Planning Office for GCOS, acting on behalf of the Chairman of the Committee, shall inform the sponsoring and participating organizations and agencies, notify the members and make appropriate practical arrangements for the session.

4.3 Each sponsoring organization shall nominate one or two representatives to participate in the sessions of the Committee. The attendance of these representatives shall not be charged to the GCOS Fund.

4.4 Representatives of participating organizations and agencies may be invited to attend the sessions, in the capacity as observers, by the Chairman of the Committee with the consent of the sponsoring organizations. The attendance of such observers shall not be charged to the GCOS Fund.

4.5 Individual experts may be invited to participate in the sessions upon decision of the Chairman of the Committee. The sponsoring organizations shall be informed of such invitations.

4.6 The Secretary-General of WMO shall provide such interpretation facilities as may be required, within budgetary provisions. Documents will normally be distributed in the original language in which they were submitted.

5. *Working Groups and Consultants*

5.1 The JSTC shall be authorized to establish and convene working groups, panels of scientific and technical experts, special study groups, etc. Within its field of responsibility and within the budget approved by the sponsoring organizations, taking account of relevant scientific or technical groups established by the sponsoring organizations and their constituent bodies.

5.2 The membership, terms of reference and special requests addressed to working groups will be notified by the Director of the Joint Planning Office, on behalf of the Chairman of the Committee.

6. *Joint Planning Office for GCOS (JPO)*

6.1 The general functions of the Joint Planning Office shall be to assist the JSTC in formulating the concept and in organizing the implementation of the GCOS, and any other organizational or technical task, as the JSTC may decide. In particular, the JPO, under the responsibility of its Director, shall take charge for:

(a) Assisting the JSTC in preparing plans and other guidance material for the development and implementation of the GCOS;

(b) Providing secretarial support to the JSTC;

(c) Maintaining scientific and technical liaison with relevant departments and constituent bodies of the sponsoring organizations, and all other relevant institutions or agencies, as required for the development and implementation of GCOS;

(d) Serving as the documentation and information centre for GCOS and preparing information or action documents pertaining to GCOS, as required by the sponsoring organizations;

(e) Making arrangements for GCOS planning and coordination activities, in accordance with the provisions of Annex C on Financial Arrangements and following the guidelines provided by the JSTC.

6.2 The Joint Planning Office shall be composed of a Director and supporting scientific, technical and clerical staff seconded by the sponsoring organizations and other participating agencies, or supported directly by the Climate Observing System Fund.

6.3 The Director will be selected by consensus agreement of the Executive Heads of the sponsoring organizations and the Officers of the Joint Scientific and Technical Committee for GCOS. The Director will normally have the status of a staff member of WMO and will be appointed by the Secretary-General of WMO.

6.4 The Director will be responsible, for scientific and technical tasks discharged by the Joint Planning Office, to the Chairman of the JSTC acting on behalf of the sponsoring organizations and, for administrative and financial matters, to the Secretary-General of WMO, in accordance with the provisions in Annex C.

6.5 The duties of the Director shall be:

(a) To direct the work of the Joint Planning Office;

(b) To guide and support the activities of working groups set up by the JSTC;

(c) To maintain liaison with the chairman and the members of the JSTC;

(d) To serve as the channel for communication between the JSTC and the sponsoring and participating organizations and agencies;

(e) To collaborate, as required, with the Executive Heads of the sponsoring organizations.

6.6 The climate-related component of the GCOS Support Office, established by the IOC in cooperation with WMO, will form the oceanographic component of the Joint Planning Office for GCOS, under the authority of the Director of the Joint Planning Office.

Annex C

FINANCIAL ARRANGEMENTS

Funding

1. The planning activities for the Global Climate Observing System (GCOS) will be financed by the sponsoring organizations, each from funds appropriated in their budgets for this purpose, and from extra-budgetary resources.

2. Disbursements from each organization in support of GCOS activities may be made upon the authority of the Executive Head of each organization. Alternatively, sponsoring organizations and participating agencies may choose to make funds available through contributions to a trust fund established for this purpose.

3. The Secretary-General of WMO shall open the trust fund, to be known as the Climate Observing System Fund (COSF), to administer extra-budgetary resources made available for support of GCOS activities. The Fund will be administered by the Secretary-General of WMO, on behalf of the sponsoring organizations, in accordance with WMO Financial Regulations.

4. The Fund will adopt a biennial budget and reporting cycle, consistent with the practice of WMO. Corresponding periodic financial reports will be made available to the sponsoring organizations.

5. The cost of staff seconded to the Joint Planning Office (JPO) for GCOS will normally be supported by the responsible sponsoring organizations. Alternatively, a sponsoring organization or participating agency may choose to make a financial contribution to the COSF, in the appropriate amount, to cover the cost of a JPO position. WMO Regulations shall apply to staff positions financed through the Fund.

Budget estimates

6. A comprehensive budget estimate for all GCOS planning activities and the activities of the Joint Scientific and Technical Committee (JSTC) and its supporting staff will be submitted by the chairman of the JSTC to the Executive Heads of the sponsoring organizations, in due time for consideration in the preparation of programme and budget proposals, as required.

7. Additional contributions and grants to the COSF from sources other than sponsoring organizations may be accepted by the Secretary-General of WMO, provided the purposes of such contributions and grants are consistent with the overall objectives and tasks of GCOS, as described in this Memorandum of Understanding. The specific activities funded from such grants will be treated as an addition to the programme and level of expenditure approved for GCOS.

Liquidation of the assets of the Global Observing System Fund

8. Should either the activities of the Scientific and Technical Committee or the commitment of one of the parties concerned, i.e. WMO, IOC, ICSU or UNEP, be brought to an end, then the remaining balance of the COSF, after the settlement of all financial commitments by the Secretary-General of WMO, will be shared between WMO, IOC, ICSU and UNEP or their liquidating authorities, in proportion to their respective contributions to the Fund.

Logistic support

9. Logistic support and services to the *Joint* Scientific and Technical Committee and its supporting staff will initially be provided by WMO, from the resources approved for this purpose in the regular WMO budget.

Other provisions

10. These Financial Arrangements may be modified at any time by mutual agreement between WMO, IOC, ICSU and UNEP, provided that no modification would result in conflict with applicable WMO Financial Regulations.

11. In case of doubt as to the interpretation or application of any of the present provisions, the Secretary-General of WMO is authorized to rule thereon, subject to prior consultation with the Secretary of IOC, the Secretary-General of ICSU and the Executive Director of UNEP.

Annex VI

MEMORANDUM OF UNDERSTANDING RELATED TO ASSESSMENT, PREVENTION, CONTROL AND ABATEMENT OF MARINE POLLUTION AND RELATED RESEARCH AND MONITORING BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE UNITED NATIONS ENVIRONMENT PROGRAMME AND THE INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION OF UNESCO

This Memorandum of Understanding is agreed upon between the Director-General of the International Atomic Energy Agency (IAEA), the Executive Director of the United Nations Environment Programme (UNEP) and the Secretary of the Intergovernmental Oceanographic Commission (IOC) of UNESCO. It defines areas where IAEA, UNEP and IOC have common interests and objectives in marine environmental problem (particularly in studies of non-nuclear marine pollution) and sets out a strategy for coordinated planning and implementation of relevant activities approved by the Board of Governors of IAEA, the Governing Council of UNEP and the Assembly and the Executive Council of IOC. It provides a practical framework for continuing and enhancing the cooperation between IAEA, UNEP and IOC whilst recognizing the constraints and obligations under which each operates.

The joint activities defined in this Memorandum of Understanding will be reflected in programme and budget proposals submitted to the Board of Governors of the IAEA, the Governing Council of UNEP and the Assembly and the Executive Council of IOC.

I. GENERAL

UNEP was established in 1972 by the United Nations General Assembly resolution 2997 (XXVII) "as a focal point for environmental action and coordination within the United Nations system". The General Assembly invited "the organizations of the United Nations system to adopt measures that may be required to undertake concerted and coordinated programmes with regard to international environmental problems, taking into account existing procedures for prior consultation on programme and budgetary matters". UNEP, through its Oceans and Coastal Areas Programme Activity Centre (OCA/PAC) and the Global Environmental Monitoring System (GEMS/PAC) contributes to the coordination of, *inter alia*, formulation and implementation of global and regional programmes for assessment of the state of pollution in the marine environment and for protection of the marine environment and coastal areas from pollution.

IOC was established by resolution 2.31 adopted by the General Conference of UNESCO in 1960. The purpose of IOC is to promote marine scientific investigations and related ocean services, with a view to learning more about the nature and resources of the oceans through the concerted action of its members, and *inter alia*, to promote, plan and coordinate observing the monitoring systems on the properties and quality of the marine environment, to promote the preparation and dissemination of processed oceanographic data, information, and assessment studies, as well as the development of standards, reference materials and nomenclature for use in marine science and related ocean services.

The Global Investigation of Pollution in the Marine Environment Programme (GIPME) of IOC was adopted in response to recommendations of the United Nations Conference on the Human Environment (Stockholm, 1972). The overall objective of GIPME is to prove a scientifically sound basis for the

assessment and control of marine contamination and pollution, and to supply the necessary marine scientific input for prevention of unacceptable degradation of the marine environment. The implementation of GIPME is gradually being developed through regional and open ocean components.

IAEA cooperates with other Agencies on the basis of the "Agreement of 14 November 1957 Governing the Relationship between the UN and the IAEA". The IAEA has, *inter alia*, responsibilities under various international conventions for the protection of the marine environment from the discharges of radioactivity to the sea. Through the IAEA Marine Environment Laboratory (IAEA-MEL) in Monaco, established in 1961 as the International Laboratory of Marine Radioactivity and re-named in 1991, the Agency has as its objectives, to carry out studies of radioactive and non-radioactive contaminants in the sea, to provide technical assistance and training, and to provide intercalibration and data quality services to laboratories on a world-wide scale. In 1986, on the basis of its long standing cooperation with UNEP, IOC and other Agencies, a special section was set up at IAEA-MEL to deal with inter-agency collaborative projects on the provision of comprehensive technical support for regional and global marine pollution assessments. This section, presently denominated the Marine Environmental Studies Laboratory, cooperates closely with UNEP and IOC's global and regional programmes and acts as a regional analytical centre for the Mediterranean Action Plan.

The objectives of IAEA, UNEP and IOC thus *converge* in a number of areas relating to the assessment, prevention, control and abatement of marine pollution from different sources and related research. In working together to achieve these shared objectives, they hereby undertake joint programming with the purpose of attaining results of a practical and tangible nature.

Present relations between IAEA, UNEP and IOC are guided by the following Memoranda:

- Memorandum of Understanding concerning cooperation between the International Atomic Energy Agency and the United Nations Environment Programme (7 August 1981);

- Memorandum of Understanding between the International Atomic Energy and the Intergovernmental Oceanographic Commission on Marine Environmental Protection (18 May 1982);

- Statement of Intent (for Improving the Capacity of Regional Laboratories to Assess Marine Pollutants) between IOC and IAEA (4 October 1990);

- Memorandum of Understanding on cooperation between the United Nations Environment Programme and the Intergovernmental Oceanographic Commission of UNESCO (3 August 1987).

The present Memorandum, whilst not replacing these agreements, seeks to rationalize them within a common framework of cooperation and coordinated planning.

II. AREAS OF MUTUAL INTEREST AND COOPERATION

The overall aim of joint planning and cooperation is to ensure that appropriate information is generated upon which to base assessments which will provide a sound basis for management and protection of the marine

environment including oceans, semi-enclosed seas and the coastal zone for the benefit of all Member States. To serve mutual interests and cooperation, the following areas are identified.

1. *Generating essential information for carrying out marine pollution assessments and follow-up activities in relation to the implementation of International Conventions and cooperative programmes*

Present cooperative activities are carried out on within the framework of the Barcelona, Abidjan, Cartagena and Lima Conventions. This work will be extended to cover all global and regional conventions as well as the regional and global pollution assessment programmes of UNEP (OCA/PAC) and the jointly sponsored IOC/UNEP GIPME programme. The following specific cooperative activities are outlined:

(a) Provision of expert advice for marine pollution assessments: The three GIPME Groups of Expert will continue to provide basic expert guidance to UNEP and IOC programmes:

- GEMSI (the IOC/UNEP Group of Experts on Methods Standards and Intercalibration);
- GESREM (the IOC/IAEA/UNEP Group of Experts on Standards and Reference Materials);
- GEEP (the IOC/UNEP/IMO Group of Experts on the Effects of Pollutants).

These groups will continue to be coordinated by the IOC Secretariat but will work in close cooperation with the staff of IAEA-MEL who will provide practical assistance with methods testing, intercalibration and the development of reference materials in order to ensure global intercomparability of data. In addition the three organizations will continue to work together within GESAMP in order to prepare periodic reports on the state of marine pollution and of the marine environment on global and regional levels.

(b) Development of Reference Methods and Guidelines for marine pollution studies: IAEA-MEL will continue to coordinate this activity on behalf of UNEP and IOC in close association with the expert groups and test, revise and edit the methodologies. These will include basic strategies for marine pollution assessment.

(c) Implementation of new regional monitoring research and assessment programmes: A coordinated approach will be taken for the design and implementation of new regional programmes. Initial pilot studies of contaminants within regions will be undertaken using the facilities and expertise of IAEA-MEL with full participation and support of the Expert Groups.

(d) Coordination of research activities: These will be planned jointly in order to avoid duplication. Large-scale experiments, such as the Global Mussel Watch programme will be implemented jointly using the analytical facilities of IAEA-MEL and the regional networks of UNEP and IOC.

(e) Data review and modelling: The development of data management systems with agreed data exchange procedures will be further pursued to service regional marine pollution monitoring programmes, designed to yield data for specific purposes delivered from participating laboratories in

agreed formats. The data management procedures will include information on quality assurance and control, and will be developed in harmony with existing data management systems, such as IODE.

2. *Assistance on building the technical capacity of regional laboratories for assessing non-nuclear marine pollution*

(a) The technical assistance, education and training will be provided to regional, laboratories through IAEA-MEL and regional laboratories in analytical techniques and field and laboratory procedures in consultation. Training in biological effects techniques will be conducted on a regional basis under the auspices of GEEP.

(b) Intercalibration and data quality control programmes will continue to be organized through IAEA-MEL on an international scale required and agreed for the regional and global programmes supported by UNEP and IOC. An emphasis will be placed upon quality assurance missions to regional laboratories. This work will be considered as a component of a process of group training which will include joint monitoring expeditions, split-sample analyses and follow-up activities.

(c) Common instrument service facilities will be maintained at IAEA-MEL for UNEP and IOC regional programmes to the extent that suitable financial provisions will allow. The facility will include operator training (for trouble-shooting and calibration), installation of new instruments and the inspection and service of instruments donated to regional laboratories.

(d) UNEP, IOC and IAEA will jointly plan, to the extent possible, their scientific seminars, workshops and congresses related to the overall state of the marine environment in order to avoid duplication and to optimize their coverage and efficacy.

3. *Provision of Emergency Assistance*

The establishment of a joint emergency assistance service at IEAA-MEL should be considered by IAEA, UNEP and IOC in order to provide rapid assistance to their Member States in the event of marine environmental accidents (other than those covered by existing international arrangements with competent organizations such as IMO and WMO). Such a service will enable rapid pollution impact assessments to be carried out in emergency situations. It could also provide services to the Secretariat of the Basel Convention where requested.

4. *Establishment of Regional Technical Support Centres*

Based upon the successful experience of IAEA-MEL as a Regional Analytical Support Centre for the Mediterranean Action Plan, similar smaller-scale services should be established in other regions in order to guarantee the validity of data generated in regional marine pollution monitoring and research programmes. Such centres would also serve as regional focal points for assessment, training, equipment maintenance and data review. The development of these centres will be carried out jointly by UNEP and IOC, with the technical coordination of IAEA-MEL.

III. ARRANGEMENTS FOR COOPERATION

Taking into account that regional marine pollution monitoring programmes often require a considerable investment in comprehensive technical assistance in order to optimize strategies and techniques and to facilitate appropriate technology transfer (through training, specialized

supplies and instrumentation) and follow-up support in order to generate applicable and comparable data for assessment, prevention control and abatement of marine pollution from different sources, IAEA, UNEP and IOC will maintain a close working relationship in accordance with the provisions of this Memorandum of Understanding and such additional arrangements as may be agreed upon from time to time by the Director-General of IAEA, the Executive Director of UNEP and the Director-General of UNESCO. For the purpose of joint planning, an advisory group shall be established which will include the Director of IAEA-MEL, the Director of UNEP's OCA/PAC and the Secretary of IOC (and/or any additional persons named by them). This group will meet on at least an annual basis. This advisory group will also periodically provide information on relevant developments of the programme and related matters to the Inter-Secretariat Committee on Scientific Programmes relating to Oceanography and solicit the views of the Member Organizations when appropriate. In order to permit the implementation of joint activities on non-nuclear contaminants at IAEA-MEL, arrangements will be made for continuing the developing present mechanisms of support from UNEP and IOC and exploring new mechanisms for the provision of additional staff or working space where this is considered necessary. The Director of IAEA-MEL will be responsible for managing and coordinating joint projects at IAEA-MEL. In consultation with the Advisory Group, he may assign associated duties and responsibilities to an appropriate IAEA-MEL staff member. The formulation of joint IAEA/UNEP/IOC programmes will be a continuous process and may provide means by which agreed activities could be financed from sources at their disposal. IAEA, UNEP and IOC recognize the financial constraints inherent in their respective budgets and undertake to encourage, either individually or jointly, appropriate financial assistance from external sources.

IV. FINAL PROVISIONS

This Memorandum of Understanding is without prejudice to agreements concluded by the IAEA, UNEP or IOC with other organizations or programmes.

This Memorandum of Understanding will come into effect upon its signature by the Parties. It may be terminated by any of the Parties by giving to the others a written notice six months prior to the proposed date of termination.

For: International Atomic Energy Agency	For: United Nations Education, Scientific and Cultural Organization	For: United Nations Environment Programme
_____	_____	_____
Hans Blix Director-General	Federico Mayor Director-General	Mostafa K. Tolba Executive Director
Date: _____	Date: _____	Date: _____

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Annex to the Memorandum of Understanding IAEA/UNEP/IOC

The participation of the IAEA in the Memorandum of Understanding related to assessment, prevention, control and monitoring of marine pollution and related research and monitoring shall be subjected to the following conditions:

1. The contribution of the IAEA through the Marine Environment Laboratory, Monaco (IAEA-MEL) shall be limited primarily to its mandate in the study of radioactivity in the marine environment and in the use of nuclear technology in the study of the marine environment. Additional related joint activities supported by extrabudgetary sources will be encouraged by the enhanced level of Inter-Agency coordination resulting from this MOU.

2. Each project to be executed by the parties shall be embodied in a separate agreement which shall specify *inter alia*, the financial and personnel commitments and the source of the necessary resources.

3. The following general financial conditions shall apply to each agreement:

(i) Activities funded in totality or in part from resources external to the IAEA's Regular Budget ("extrabudgetary resources") may be carried out by the Agency only to the extent that cash is available. The Agency shall not enter into financial commitments for which money is not actually available in the Agency's account;

(ii) Funds administered by the IAEA are subject to the IAEA's Financial Regulations and Interim Financial Rules and other applicable procedures and directives;

(iii) Interest earned by the IAEA on the unspent portion of funds made available shall not be credited to the related project budget or returned to the donor of the funds, but regarded as income to the IAEA in lieu of programme support costs (administrative overhead charge);

(iv) Detailed arrangements concerning frequency, currency and mode of payments, and related accounting and reporting requirements are to be agreed with the Agency before committing the Agency to undertake any activity under this Memorandum.

4. The recruitment of personnel by the Agency for the execution of any project to be executed under the Memorandum shall be guided by the following principles:

(i) The Agency should have six months notice of project and availability of funds in order to undertake appropriate recruitment action;

(ii) Staff recruited for projects will be considered extra-budgetary staff (EBS) under the IAEA's Administrative Manual II/II, paragraphs 14-18;

(iii) Standard Agency recruitment procedure shall normally apply;

(iv) Non-renewal or non-extension of a project continuing nature or long-term shall also require three months notice;

/...

(v) Staff hired by the Agency as fixed-term EBS receive all normal Agency staff benefits in accordance with the Agency's Staff Regulations and Rules. This may include *inter alia*, income tax reimbursements, injury claims and termination benefits;

(vi) Where appropriate the Agency shall recruit necessary staff as cost-free or partially cost-free experts or consultants. In such cases the procedures laid upon down in Administrative Manual II/II will also apply;

(vii) Any exceptions to standard Agency rules or procedures referred to above would require the authorization of the appropriate delegated official.

Annex VII *

MEMORANDUM OF UNDERSTANDING BETWEEN THE DIRECTOR-GENERAL OF THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS AND THE EXECUTIVE DIRECTOR OF THE UNITED NATIONS ENVIRONMENT PROGRAMME CONCERNING COOPERATION IN THE IMPLEMENTATION OF THE JOINT PROGRAMME FOR THE OPERATION OF THE PRIOR INFORMED CONSENT PROCEDURE

Preamble

Whereas Conference Resolution 6/89 adopted by the Conference of the Food and Agriculture Organization of the United Nations, hereinafter referred to as FAO, on 29 November 1989, concerning the inclusion of Prior Informed Consent procedures in the International Code of Conduct on the Distribution and Use of Pesticides authorized the Director-General to establish a programme to implement such Prior Informed Consent procedures and requested the Director-General to establish such programme jointly with UNEP;

Whereas the Governing Council of the United Nations Environment Programme, hereinafter referred to as UNEP, by its decision 15/30 of 25 May 1989, decided to amend the London Guidelines for the Exchange of Information on Chemicals in International Trade in order to include provisions for Prior Informed Consent procedures for chemicals, including pesticides, and whereas Article 5 of the amended London Guidelines strongly emphasizes the need for cooperation between FAO and UNEP in the management and implementation of common elements of the Prior Informed Consent procedure;

Whereas the Director-General of FAO and the Executive Director of UNEP recognize the need to cooperate within the framework of their respective mandates and in accordance with the principles set out in the International Code of Conduct on the Distribution and Use of Pesticides and the associated Guidelines on the operation of the Prior Informed Consent procedure and the London Guidelines for the Exchange of Information on Chemicals in International Trade in the implementation of an FAO/UNEP Joint Programme for the Operation of the Prior Informed Consent (PIC) Procedure with a view to attaining its objectives, as described in Annex I to this Memorandum;

Whereas cooperation in the implementation of the Joint Programme for the Implementation of Prior Informed Consent procedure is in the interest of both FAO and UNEP as a means of ensuring complementarity of their work programmes and optimizing the efficient use of available resources;

Now, therefore, the Director-General of FAO and the Executive Director of UNEP have agreed as follows:

Principles of cooperation

1. The Director-General of FAO and the Executive Director of UNEP will actively promote, under the terms of the respective mandates of FAO and UNEP, the implementation of the PIC procedure in accordance with the pertinent provisions of the International Code of Conduct on the

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* There are 2 annexes to the present Memorandum of Understanding contained herein.

Distribution and Use of Pesticides and the associated Guidelines on the operation of the PIC procedure and the London Guidelines for the Exchange of Information on Chemicals in International Trade through the appropriate channels in Member States. They will endeavour to encourage collaboration at both the national and international levels, and will seek to secure support for the implementation of the PIC procedure, including the contribution of resources to it. In the implementation of the Memorandum of Understanding, it is agreed that FAO has primary responsibility for pesticides whereas UNEP will take primary responsibility for other chemicals.

2. The Director-General of FAO and the Executive Director of UNEP will endeavour to secure, under the terms of the respective mandates of FAO and UNEP and the pertinent provisions of the International Code of Conduct on the Distribution and Use of Pesticides and the associated Guidelines on the operation of the PIC procedure and the London Guidelines for the Exchange of Information on Chemicals in International Trade, participation in the activities of the PIC programme of all countries and ensure that Governments of countries importing and exporting pesticides or other chemicals establish internal procedures and designate appropriate national authorities for the receipt and handling of information.

Scope and structure of the programme

3. The Director-General of FAO and the Executive Director of UNEP agree to undertake a Joint Programme for the Operation of the PIC Procedure, whose objectives are outlined in Annex I. These objectives shall be amended whenever necessary by agreement between them. The contents and out put of the Programme will be reflected in the technical workplans referred to in Paragraph 6 below. Those activities of FAO and UNEP corresponding to one or more of the objectives of the Joint Programme for the Operation of the PIC Procedure will be considered as part of the procedure and, as such, qualify for resource support and use of the logos of FAO and UNEP.

4. The overall direction of the development and implementation of the FAO/UNEP Joint Programme for the Operation of the PIC Procedure will be carried out in the following manner:

(i) A Joint Committee, consisting of representatives of FAO and UNEP, will ensure participation of FAO and UNEP and their cooperation in the implementation of the PIC procedure. This Joint Committee will review and decide upon proposals and workplans including the substantive and budgetary aspects to be submitted to, or recommended by, the Joint Group of Experts and other advisory bodies, as appropriate;

(ii) A Joint Group of Experts, whose terms of reference are described in Annex II, will operate in an advisory capacity to the Director-General of FAO and the Executive Director of UNEP. The Joint Group of Experts will consist of an equal number of members appointed by FAO and UNEP. Changes in the terms of reference and size of the Group will be made by agreement of the Director-General of FAO and the Executive Director of UNEP.

5. The Director-General of FAO and the Executive Director of UNEP will consult each other, as appropriate, on reports on the Joint Programme that they may submit to their respective Governing Bodies.

Areas of specific collaboration

6. The areas of specific collaboration and participation of FAO and UNEP, including the provision of resources to the PIC Programme, will be set out in technical workplans. Such technical workplans will be revised from time to time in order to reflect the actual objectives and outputs in the implementation of the PIC procedure.

Entry into force

7. This Memorandum of Understanding will enter into force upon signature by the Director-General of FAO and the Executive Director of UNEP, or their authorized representatives, and will be in force for a period of four years. At the end of this period, the Director-General of FAO and the Executive Director of UNEP may decide to revise or extend this Memorandum of Understanding.

8. This Memorandum of Understanding may be amended at any time by mutual agreement of FAO and UNEP, in particular in order to include other United Nations bodies and organizations with specific interest in the PIC procedure.

9. This Memorandum of Understanding may be terminated by FAO or by UNEP by notice in writing to the other not less than six months in advance of the effective date of termination.

The Director-General
of the Food and Agriculture
Organization of the
United Nations

Date: 20.10.92

The Executive Director
of the United Nations
Environment Programme

Date: 6 Nov. 1992

Annex I

Objectives of the FAO/UNEP Joint Programme for the operation of the Prior Informed Consent (PIC) procedure

The objectives of the FAO/UNEP Joint Programme for the Operation of the Prior Informed Consent Procedure are to provide operational assistance, training and technical advice to Governments in the implementation of a procedure for obtaining and disseminating formally decisions of importing countries as to whether they wish to receive future shipments of pesticides or other chemicals that have been banned or severely restricted and, in particular to:

(i) Establish and maintain a network of designated national authorities;

(ii) Establish and operate a joint database and information exchange system on chemicals included in the PIC procedure;

(iii) Select chemicals for inclusion in the PIC procedure;

(iv) Prepare PIC decision guidance documents;

(v) Monitor and review implementation of the PIC procedure;

(vi) Review acutely hazardous pesticide formulations for inclusion in the PIC procedure.

The activities undertaken under the Joint FAO/UNEP Programme will be in accordance with the provisions of the International Code of Conduct on the Distribution and Use of Pesticides and the associated Guidelines on the operation of PIC; and the London Guidelines for the Exchange of Information on Chemicals in International Trade.

Annex II

Terms of reference of the FAO/UNEP Joint Group of Experts

The FAO/UNEP Joint Group of Experts established under Paragraph 4 (ii) of this Memorandum shall:

(i) Provide guidance to FAO and UNEP on all aspects of the PIC procedure;

(ii) Review implementation of the PIC procedure and advise on its operational aspects;

(iii) Perform any other advisory function in connection with the implementation of the PIC procedure as may be required.

Annex VIII

MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding is concluded between:

The World Meteorological Organization (WMO)
41, Avenue Giuseppe Motta
Case Postale 2300
CH-1211 Geneva 2
Switzerland

and

The United Nations Environment Programme (UNEP)
P.O. Box 30552
Nairobi
Kenya

2. The Information Unit on Climate Change (IUCC) was established in 1991 as part of GEMS to strengthen links among climate change researchers, produce information materials, organize workshops and seminars, and respond to specific information requests by policy makers and other decision makers.

3. WMO and UNEP share a strong interest in the issue of climate change and agree that IUCC should become a jointly operated Unit. The adoption of a framework convention on climate change which requires signatories to commit to promoting and cooperating in education, training and public awareness related to climate change and encourage the widest participation in this process, including that of non-governmental organizations, provides additional impetus for an effective public information and communication process in which IUCC is uniquely placed to assist.

4. Under the terms of this Memorandum of Understanding, WMO and UNEP will become equal partners in the IUCC, which will report to WMO's World Climate Programme Department and UNEP's GEMS. The planning, development and implementation of joint information and communications activities will also involve the relevant information and public affairs units/departments of WMO and UNEP.

5. The IUCC will take climate change broadly to encompass climatology, economics, legal and treaty obligations impact studies of all kinds (e.g. agriculture, ecosystems, hydrology and water resources, socio-political, etc.), natural versus man-made climate variability, etc. Considering that climate change is an important environmental problem demanding serious attention, IUCC will focus primarily on rigorous and objective research findings and will accommodate a broad spectrum of responsible views. In this context, IUCC's mandate will be to:

(i) Promote greater awareness and understanding among decision makers and the general public of the scientific facts about climate change and its impacts; and

(ii) Promote greater awareness and understanding of the climate-related activities of WMO and UNEP, including those carried out by their members at national and other levels.

6. IUCC's core funding needs will be met by contributions from interested Governments and necessary appropriate support (in kind and/or monetary terms) from WMO and UNEP as may be agreed upon by the two organizations. WMO and UNEP will also consider the possibilities of strengthening the Unit further by seeking additional partners.

7. WMO and UNEP, based on the Unit's Progress Report, agree that its objectives for 1992-1993 will be to strengthen, update, and expand its collection of fact sheets; to organize climate change presentations in developing countries; and to continue with the production of videos.

8. This Memorandum of Understanding will come into effect from the date of signature by both parties and will remain in force unless terminated by one of the parties by giving a 90-day notice.

Signed for WMO	Signed for UNEP
G.O.P. Obasi Secretary-General	M.K. Tolba Executive Director
Date: _____	Date: 9/9/92